

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-171
ANNUAL REQUIREMENTS FOR
2005-2006 SNOW REMOVAL AGREEMENT FOR
TRUCK-MOUNTED SNOWPLOW SERVICES

DATE: September 16, 2005

PURCHASING DIVISION

K-STREET COMPLEX

440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

(402) 441-7410

CONTRACT PERIOD: Beginning on or about 11/15/05
& ending on or about 03/15/06

CONTRACTOR: K2 Construction
2960 N. 38th St.
Lincoln, NE 68504

Company Representative: T. Sondgeroth

Telephone No.: 402-467-2355

FAX No.:

E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Attached Contract

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #74187

Dated: 09/09/05

**2005-2006 SNOW REMOVAL AGREEMENT
(TRUCK-MOUNTED SNOWPLOW SERVICES)
SPECIFICATION 05-171**

THIS AGREEMENT, made this 23rd day of August, 2005, by and between K2 Construction 2960 N. 38th Street, Lincoln NE 68504, hereinafter referred to as Contractor, and CITY OF LINCOLN, NEBRASKA, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2005-06 winter season beginning on or about November 15, 2005 and ending on or about March 15, 2006.
2. The Contractor shall furnish truck-mounted reversible snowplows for such purpose that meet or exceed the following specifications:

(Truck Power Unit)

- 2.1 ENGINE: Gasoline or Diesel powered, 350 cubic inch minimum displacement.
- 2.2 HORSEPOWER: 150 minimum net.
- 2.3 GVWR: 27,500 lbs. minimum.
- 2.4 FRONT AXLE: 10,000 lbs. minimum.
- 2.5 CAB TO AXLE: 84 inches minimum.
- 2.6 FUEL TANK: Not less than 50 U.S. gallons.
- 2.7 Truck must be of dump design, capable of transporting sufficient ballast during plowing operations to provide for proper traction and stability without exceeding GVW ratings.
- 2.8 LIGHTS: All lights required by FMVSS 108 plus a revolving or strobe type beacon.

3. (SNOWPLOW AND HITCH)

- 3.1 10 ft. hydraulically reversible snowplow with attaching hitch.
- 3.2 LENGTH: 10 ft. straight blade minimum @ 0°.
- 3.3 Path clearing
- 3.4 A) 9' 10" @ 10°.
- 3.5 B) 9' 5" @ 20°.
- 3.6 C) 8' 8" @ 30°.
- 3.7 D) 8' 0" @ 37°.
- 3.8 HEIGHT: 39 inches minimum.
- 3.9 10 USS gauge minimum.
- 3.10 Approximate weight of moldboard 1700 lbs.
(Note: Please state weight of moldboard.)
- 3.11 Minimum lift height from ground 14 inches.
(Note: Please state lift height from ground.)
- 3.12 BLADE: High carbon steel 5/8" x 8" x 10'.
- 3.13 HITCH: Must be of sufficient construction and strength to safely carry, lift and push the snowplow.
- 3.14 The City reserves the right to inspect all snowplow units bid to insure that they are of sufficient design and construction to safely and efficiently remove snow from City streets.

4. Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
 - 4.1 Contractor shall name the City of Lincoln as additional insured as pertains to the performance of snow removal services.
 - 4.2 The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from the use of said equipment.
 - 4.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of performing snow removal services.
 - 4.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
 - 4.5 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
5. Contractor shall be responsible for all fuel, lubricants, repair and maintenance of the truck, plow and hitch.
6. The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
 - 6.1 Contractor shall be responsible to provide qualified operator(s) for the truck plows.
 - 6.2 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska commercial motor vehicle operator's license, and shall be skilled in operation of the Contractor's equipment for snowplowing purposes.
7. Contractor shall respond for the purpose of plowing snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan within a maximum of six (6) hours after being called by the City Director of Public Works or his designated representative.
8. Contractor shall notify the City of Lincoln of any mechanical failure to the truck plow that prevents its use for snowplowing.
 - 8.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the unit is again available.
 - 8.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
9. The City will provide to the Contractor, assigned district(s) for snowplowing, including maps showing the district boundaries and the streets within the districts.
 - 9.1 Two Contractor's snowplows may be assigned to districts and they will be expected to work together as a team.
10. The City will pay to the Contractor the sum of \$ 95.00 per hour while Contractor is plowing snow.
 - 10.1 The City will authorize the use of the equipment for each successive storm emergency, and any work not authorized by the Director of Public Works or his designated representative shall not be approved for payment.

11. Agreement may not be assigned by the Contractor without the written authorization of the City.
12. Time is of the essence of the performance of snow removal services, and this Agreement may be terminated at the City's option if the Contractor fails to timely perform such services.

THIS AGREEMENT signed and dated this 9th day of Sept., 2005.

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN

Colleen J. Seung
Mayor

CONTRACTOR

K2 Construction
Company Name

2960 N. 28th St. Lincoln NE 68504
Company Address

[Signature]
AUTHORIZED SIGNATURE

COMPANY NAME K2 Construction

PROPOSAL
SPECIFICATION NO. 05-171
BID OPENING TIME: 12:00 NOON
DATE: July 13, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE SEASONAL REQUIREMENTS FOR:
TRUCK-MOUNTED SNOWPLOW SERVICES
FOR
SNOW REMOVAL

BIDDING SCHEDULE

**TRUCK-MOUNTED
SNOWPLOW #1:**

Truck Make: Freight liner
Truck Model: FL 70
Vehicle Color: Blue
Contractor Equipment ID # 110
Snow Plow Make: Western
Snow Plow Model: _____
Hourly compensation for actual snow plowing services: \$ 95 /Hr.

**TRUCK-MOUNTED
SNOWPLOW #2:**

Truck Make: Freight Liner
Truck Model: FL 70
Vehicle Color: White
Contractor Equipment ID # 130
Snow Plow Make: Western
Snow Plow Model: _____
Hourly compensation for actual snow plowing services: \$ 95 /Hr.

**TRUCK-MOUNTED
SNOWPLOW #3:**

Truck Make: _____
Truck Model: _____
Vehicle Color: _____
Contractor Equipment ID # _____
Snow Plow Make: _____
Snow Plow Model: _____
Hourly compensation for actual snow plowing services: \$ _____ /Hr.

Contract renewal is an option: ☐ Yes ☒ No

BID SECURITY REQUIRED: No ☒ X

DISASTER PLAN PARTICIPATION: The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/cleanup plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to just snow removal duties.

☒ Yes, I agree to participate in the disaster / cleanup plan, if called upon.
☐ No, I do not wish to participate in the City's disaster / cleanup plan.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If YES, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE SEALED BID FOR SPEC. 05-171**

K2 Construction
COMPANY NAME

2960 N 38th
STREET ADDRESS or P.O. BOX

Lincoln NE 68504
CITY, STATE ZIP CODE

402-467-2355
TELEPHONE

T. SONDERGOTH
BY (Signature)

T. SONDERGOTH
(Print Name)

MANAGING PARTNER
(Title)

13 July 2005
(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS. AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS